ADDENDUM NO. 4

Project No. 109-13 PHP: **Rehabilitate three sections of R410, Fleur de Lys Road, between km 66 and km 90, for 11.75km to a RLU80 Standard. Pulverize and pave 9.8 km of R414, km 41.6 to km 51.4, LaScie Highway to a RLU70M Standard. Asphalt leveling on 0.75 km of R410-10, Coachman's Cove Road between km 0 and km 0.75 to a RLU60 Standard.**

Closing Date: Noon, April 1, 2014

CONTRACTORS ARE ADVISED OF THE FOLLOWING CHANGES TO THE TENDER PACKAGE:

1. **Revise** the **Closing Date** for the Tender to: **Noon, April 8, 2014.**

2. **Revise** SGC # 10 PETROLEUM PRODUCTS COST ADJUSTMENT to include the following Liquid Asphalt Cost Adjustment clause in Supplementary General Condition 10 as follows:

Liquid Asphalt Cost Adjustment

Adjustments will be made to progress estimates for work completed in the second year of the contract to compensate for changes in liquid asphalt cement prices between the Benchmark price and the Benchmark Adjustment price in effect in the 2nd year of project. No cost adjustments will be made for changes to the Benchmark prices that are less than or equal to ± $10/tonne.

The Benchmark price for this contract shall be average selling price set for June 2, 2014 to June 6,2014 quoted in Poten and Partners Asphalt Weekly Monitor® for Montreal, Quebec area for PG58-28 asphalt cement. (This price will be disclosed when available.) The Benchmark Adjustment price in effect for the second year of the contract shall be the average selling price for PG58-28 asphalt cement as quoted in Poten and Partners Asphalt Weekly Monitor® for Montreal, Quebec area on June 1, 2015 to June 5, 2015.

Adjustments shall be calculated based on the relative difference between the Benchmark price and the Benchmark Adjustment price in effect on June 1, 2015. The cost adjustment shall be calculated by taking the full amount of the relative difference (provided it is more than ± $10/tonne) and multiplying it by the tonnage of liquid asphalt cement used during the period after the Benchmark Adjustment price in effect in the second construction season. The Engineer shall calculate the adjustment for payment or credit each for each monthly progress payment after June 1st 2015 for inclusion on the Monthly Progress Estimate.

No adjustments will be made due to an increase in the price of liquid asphalt cement used after the specified completion date, or an approved extension. However, adjustments will be made due to a decrease in the price of liquid asphalt cement used after the specified completion date, or an approved extended completion date for the original work in the

contract.

Examples of price adjustment calculations on progress payments throughout the project are as follows:

Example #1:

Tender closed April 20, 2014
Poten and Partners Asphalt Weekly Monitor® for Montreal, Quebec area for PG58-28 asphalt cement average is $680 **(June 2 to June 6, 2014 following in which tender closed)**
Paving work carried out up to June 1, 2015 results in net amount of liquid used = 145t
No adjustment for liquid asphalt used up to June 1, 2015 since it falls in first year of construction.
Paving work carried out after June 1, 2015 results in net amount of liquid used = 300t
Poten and Partners Asphalt Weekly Monitor® for Montreal, Quebec area for PG58-28 asphalt cement average for June 1, 2015 is $720
Adjustment for liquid asphalt used after June 1, 2015 = ($720 - $680) X 300t = $12,000 **payment**

Example #2:

Tender closed July 20, 2014
Poten and Partners Asphalt Weekly Monitor® for Montreal, Quebec area for PG58-28 asphalt cement average is $680 **(previous month to month in which tender closed)**
Paving work carried out up to June 1, 2015 results in net amount of liquid used is 180t
No adjustment for liquid asphalt used up to June 1, 2015 since it falls in first year of construction.
Poten and Partners Asphalt Weekly Monitor® for Montreal, Quebec area for PG58-28 asphalt cement average for June 1, 2015 is $660
Adjustment for liquid asphalt used after June 1, 2015 = ($680-660) X 180t = $3600 **deduction**

3. **Revise** Supplementary General Condition (SGC) 26 of the Tender to:

26. ITEM 104 OF THE UNIT PRICE TABLE: Full-Time Contractor Safety Officer (CSO)

Contractors are advised that a Full-Time Contractor Safety Officer (CSO) is required for this project. All requirements associated with the Full-Time CSO are outlined in Section 190 of the Departments Highway Specifications Book as well as the following amendments to section 190.3.3.

190.3.3 CONTRACTORS SAFETY OFFICER

.1 Each Contractor must have a Contractor Safety Officer (CSO). The CSO will be responsible for the implementation and monitoring of the Project Site Specific Safety Plan, and will have the authority to implement all health and safety changes including those deemed necessary by the Resident Engineer. If a Full-Time CSO is required it will be outlined in the SGC's of the tender document. Nevertheless, all requirements outlined within Section 190.3.3 apply to both a Part-Time and Full-Time CSO. If a Full-Time CSO is not specified then a Part-Time CSO is required.

.2 A resume for the CSO, acceptable to the Department, is required to demonstrate how each of the requirements noted below are satisfied. The CSO must have successfully completed a safety program from a recognized education institution, with a CRSP certification being preferable (a combination of training and experience may be acceptable), and shall have as a minimum:

.1 Completed training in hazard recognition evaluation, inspections, analysis and control.

.2 Completed training in accident incident investigations.
.3 Completed training in WHMIS.
.4 Completed training in occupational health/hygiene.
.5 Completed training in employee training and communication.
.6 Completed training in Emergency Preparedness.
.7 A working knowledge of site safety and housekeeping.
.8 Experience in the development and implementation of safe work practices and procedures.
.9 Knowledge, understanding and experience in the use of the Traffic Control Manual
.10 Flag persons training certified by the WHSCC.
.11 Knowledge and experience in trenching and excavation that includes an understanding of the Occupational Health and Safety Regulations 5/12.
.12 Power line hazards training certified by the WHSCC.
.13 Knowledge and understanding of equipment maintenance and inspections required for preventive safety.
.14 Training and experience in the use, care and maintenance of PPE to be used on site.
.15 Completed training in Standard First Aid.
.16 Complete understanding, knowledge and familiarity with the Site Specific Safety Plan, applicable codes and standards as well as the Occupational Health and Safety Act and Regulations that include the newly released parts XXVII – XXXIII related to Mining.
.17 Supervisory training and/or experience.
.18 Completed training in investigations and reporting.
.19 Completed training in health and safety program content.

.3 Where the work and/or contract require high risk activities, specific training of the CSO may be necessary and required by the Department before a person is acceptable as a CSO in specific areas of safety. The list below is in no way an all-encompassing list of required training, though it represents some of the areas of high risk encountered in past contracts and the training required to mitigate and control hazards related to the specified activities. The Contractor will be responsible through the risk assessment conducted during the development of the site specific safety plan to identify areas of high risk and ensure that the CSO is competent and has adequate knowledge to ensure adequate controls are in place to mitigate the risks to workers and abide by all applicable legislation, codes and standards.

.1 Completed training in the use and maintenance of fall protection systems certified by the WHSCC.
.2 Completed training in the design, construction and inspection of scaffolding as referenced in the applicable CSA Standard.
.3 Completed training in confined space entry protocols, techniques and rescue plan as certified by the WHSCC.
.4 Completed training in hazardous materials management and response/protocols.

.4 The CSO shall:

1. Review the Site Specific Safety Plan (SSSP) prior to submission to the Department to ensure that it satisfies all the requirements detailed in Section 190 of the Department's Highway Specification Book.
2. Address all safety concerns brought to their attention in a timely fashion depending on the severity of the hazard. If the Resident Engineer specifies a response date then that time must be respected.
3. Be responsible for implementing, daily enforcement, monitoring and updating of the Site Specific Safety Plan.
4. Be competent and qualified with respect to the project tasks and elements.
5. Be responsible for the delivery of the site safety orientation and ensure that the personnel who have not been orientated are not permitted to enter the site. Copies of the orientations are to be forwarded to the Resident Engineer by no

later than 21 days of project startup and after that within 21 days after they are conducted.

6. Report directly to the site superintendent or Contractor's Project Manager.
7. Have sole and absolute discretion regarding all safety related decisions and must not have any duties related to the completion of the project other than safety (i.e. supervisory or job specific duties with respect to the completion of certain phases of the contract).
8. Prior to mobilization on-site, hold an orientation meeting with the contractors, and subcontractors performing work at, on or related to the project site and with Owner's Representative to review project Occupational Health and Safety. The meeting will include but not be limited to a review of:
    a. Site Specific Safety Plan.
    b. Construction Safety Measures.
    c. Supervision and Emergency Rescue Procedures.
    d. Hazard Assessments
9. Maintain a daily log of inspections, meetings, infractions and mitigating measures. This log is to be filed daily by a Full Time CSO, and twice a week by a Part Time CSO and copied to the site superintendent. These reports must be forwarded to the Resident Engineer on a weekly basis.

.5 Definitions and hours of work:

.1 Full-Time CSO:

.1 The Contractor shall employ a site dedicated full time Contractor's Safety Officer (CSO) who must be on site during execution of all aspects of the Work. Periodic absences during the workday of short duration for project related activities are acceptable provided they have been pre-arranged with the Department's Resident Engineer. Absences of one full day or longer will require a replacement. The replacement will be required to have prior familiarization with the site, the Site Specific Safety Plan, and must have the credentials specified in Section 190.3.3.2. The CSO must be on site during all hours of work of the Contractor. For further clarity, if the Contractor works on the weekend, the CSO must also be on-site.

Please note that all requirements in Section 190 apply to such a person and the Contractor and to the conduct of his/her work.

.2 Part-Time CSO:

.1 The Contractor shall employ a site dedicated Part-Time Contractor's Safety Officer (CSO) who must be on site at least two days and 16 hours per week during execution of the Work. Prior to the CSO arriving on site he/she must make contact with the Resident Engineer to advise his/her intentions and schedule of being at the Project site for the week.

Where the Part-Time CSO can not make it to the site for the required time a replacement will be required and must have prior familiarization with the site, the Site Specific Safety Plan, and must have the credentials specified in Section 190.3.3.2. The CSO must be on site related to the performance of his/her work in accordance with and to the advised schedule referred to above during regular hours of work (8:00am – 4:00 pm).

Please note that all requirements in Section 190 apply to such a person and the Contractor and to the conduct of his/her work.

.6 BASIS OF PAYMENT

The Contractor is advised that payment at the lump sum price to the Contractor for either the Full-Time or Part-Time CSO shall be compensation for all labour, supplies, and equipment necessary for the CSO to complete their duties.

The bid price for this item in contracts shall not exceed the limits given in the following table for a "Full-Time CSO".

Total Estimated Tender (including Full-Time CSO Lump Sum but not including HST)	**Full-Time CSO Tender Item Maximum Bid Permitted**
First $100,000	5% of this value – maximum of $5,000
Between $100,000 & $1,000,000	$5,000 + 2% of value within this range Maximum $5,000+$18,000=$23,000
Greater than $1,000,000	$23,000 + 1% of the amount that the Total Estimated Tender exceeds $1,000,000

The bid price for this item in contracts shall not exceed the limits given in the following table for a "Part-Time CSO".

Total Estimated Tender (including Part-Time CSO Lump Sum but not including HST)	**Part-Time CSO Tender Item Maximum Bid Permitted**
First $100,000	5% of this value – maximum of $5,000
Greater than $100,000	$5,000 + 1% of the amount that the Total Estimated Tender exceeds $100,000

The Contractor will be paid this item based on a percentage of the tender value they completed during the pertinent progress payment period. A value of 10% of this Lump Sum cost is to be paid on the first progress estimate.

Should the bid amount exceed the specified limits outlined above, the tender may be considered unbalanced.

.7 LIQUIDATED DAMAGES FOR NON-COMPLIANCE

.3 If there is an infraction the Contractor will be given one written warning for failure to comply with this specification. The next three infractions will result in Liquidated Damages of $500/day for non-compliance. For each successive infraction the Liquidated Damages increases to $1,000/day. The possibility of project shutdown or termination exists at any time where the Contractor fails to observe the provisions of Section 190 and the Department's Resident Engineer and the Department believe such action is warranted from a safety and/or contractual perspective.

.4 The Department will document and provide the Contractor with notification, either verbal or written, when an infraction has been noted so as to allow the Contractor to develop corrective actions to preventive future infractions.

.5 Infractions include, but are not limited to:

.1 CSO not present on site as required.

.2 Safety reports not provided within specified timelines.

.3 Violation of any portion of Section 190 or the Contractors' SSSP without disciplinary action or an investigation by the CSO. This includes not adhering to their SWP's, safety procedures, OH&S Act and Regulations, and policies.

4. **Revise** Supplementary General Condition (SGC) 35 to the Tender as follows:

35. END PRODUCT SPECIFICATION PLACEMENT REQUIREMENT

Contractors are advised Section 330.06.05.04 AND Section 330.06.05.04.01 of the Specifications have been modified for this project as follows:

330.06.05.04 Placement

The Contractor shall not place asphalt concrete during rain, or when the surface is frozen, nor when the pavement surface shows signs of free-standing water or when the air temperature at surface is below 7^0C.

Asphalt concrete shall be placed upon a prepared surface which is free of any loose or foreign material. The asphalt concrete shall be spread by a mechanical self-powered paver capable of achieving the specified grade, line and crown.

Placement of asphalt concrete shall only be conducted during daylight hours, unless specifically noted otherwise in the contract specifications.

Contact edges of existing mats, milled asphalt pavements, perimeters of asphalt patches and contact faces of curbs, gutters, manholes, sidewalks bridge structures, as well as any new mat joint having a temperature less than 60^0C shall be coated with a thin film of hot liquid asphalt before placing the asphalt concrete, all other joint edges shall be coated with asphalt tack coat. As an alternative to hot liquid asphalt a Joint Adhesive, approved by the Materials Engineering Division, may be used for this purpose.

Failed areas in existing surfaces (paved or gravel) shall be repaired, as directed by the Engineer. Areas requiring repair will be identified by the Engineer in consultation with the Contractor. Irregularities in the horizontal alignment and grade along the outside edge of the asphalt concrete shall be corrected by the addition or removal of mix before the edge is rolled. Paving of intersections, extra widths and other variations from standard lane alignment and as defined in the contract, whether by hand spreading or machine laying, shall be carried out concurrently with the machine laying operation of the regular mat, unless otherwise approved by the Engineer.

Fuel spills from the Contractor's equipment shall be immediately repaired by the Contractor to the satisfaction of the Engineer.

Paving of intersections, ramps and driveway tie-ins are integral with the work. No separate payment or compensation will be provided for this work.

330.06.05.04.01 Material Transfer Device/Vehicle

Unless otherwise noted within the tender documents for all highway classifications, a Material Transfer Device/Vehicle shall be used at no extra cost to transfer the project's top lift of asphalt mixture (base, leveling or surface material) from the transport vehicles to the asphalt spreader. The purpose of the Materials Transfer Device is to minimize segregation during placement of the asphalt pavement and to increase the smoothness of the pavement surface by reducing the number of stops and starts during the placement of the asphalt pavement. The Material Transfer Device shall be utilized in conjunction with a hopper insert in the asphalt spreader. The hopper insert on the asphalt paver shall be kept full at all times. Cycling the hopper wings of the asphalt paver shall be kept to a minimum.

When required to pave on granulars, a self-propelled transfer vehicle is required.

Prior to being utilized the Material Transfer Device/Vehicle shall be approved for use by the Engineer.

Locations where it is deemed by the Engineer that it is not practical to maneuver and/or safe to utilize a Material Transfer Device/Vehicle shall be identified within the tender documents. For such pre-identified locations no price adjustments to the various hot mix asphalt unit prices will be applied. However, if a Contractor still chooses to proceed with the use of their Material Transfer equipment in a safe manner no additional or other compensation will be applied.

Locations as noted by the Contractor and subsequently agreed with by the Engineer as not practical to maneuver and/or safe to utilize a Material Transfer Device/Vehicle and which were not pre-identified within the tender documents shall have a 5% unit price reduction applied. The price reduction will apply to the various hot mix asphalt unit prices of the material quantities where the Material Transfer Device/Vehicle was not utilized.

The Contractor will be responsible for all surface defects or any other pavement defect irrespective of the utilization or not of a Material Transfer Device/Vehicle.

Contractors are advised to acknowledge receipt of this Addendum on page 4, Item No. 10 of the Tender Form, when submitting a bid.

Date March 28, 2014